

Exhibit L

Declaration of Lisa J. Cisneros in Support of Plaintiffs’
Opposition Briefs (“Cisneros”), February 6, 2014,
(Dkt. 605)

(Public - redacted under seal portions)

Mark Bentley

August 23, 2012 Deposition

1 UNITED STATES DISTRICT COURT
2 NORTHERN DISTRICT OF CALIFORNIA
3 SAN JOSE DIVISION
4
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6 IN RE: HIGH-TECH EMPLOYEE)
7 ANTITRUST LITIGATION)
8) No. 11-CV-2509-LHK
9 THIS DOCUMENT RELATES TO:)
10 ALL ACTIONS.)
11 _____)
12
13

14 CONFIDENTIAL - ATTORNEYS' EYES ONLY
15 VIDEO DEPOSITION OF MARK BENTLEY
16 August 23, 2012
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20 REPORTED BY: GINA V. CARBONE, CSR NO. 8249, RPR, CCRR
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09:07:00 1 in front of the jury in this case?

09:07:01 2 A. I do.

09:07:02 3 Q. And do you understand that you have an
09:07:03 4 obligation to tell the truth today?

09:07:05 5 A. I do.

09:07:06 6 Q. Now, if you don't understand my questions,
09:07:09 7 would you please let me know and I'll do my best to
09:07:11 8 rephrase them. Do you understand that?

09:07:13 9 A. I will do that.

09:07:14 10 Q. Okay. And have you had your deposition taken
09:07:17 11 before?

09:07:18 12 A. Have I had a deposition taken before?

09:07:20 13 Q. Yes.

09:07:20 14 A. Yes, I have.

09:07:21 15 Q. Okay. So I'm -- if -- I'm going to assume some
09:07:26 16 familiarity with the process. It's important for the
09:07:29 17 reporter to get clean answers, so will you let me finish
09:07:31 18 my question before you answer it?

09:07:33 19 A. Okay.

09:07:34 20 Q. And will you try to do your best to answer my
09:07:37 21 questions audibly?

09:07:38 22 A. Yes, I will.

09:07:45 23 Q. With what companies did Apple have
09:07:49 24 no-cold-calling agreements?

09:07:51 25 MR. RILEY: Objection. Assumes facts.

09:07:58 1 THE WITNESS: Can you please repeat the
09:07:59 2 question.

09:07:59 3 MR. SAVERI: Read it back, please.

09:08:01 4 (Record read as follows: With what companies
09:08:01 5 did Apple have no-cold-calling agreements?)

09:08:06 6 MR. SAVERI: Let me make sure I get this right.

09:08:08 7 Q. With what companies did Apple have
09:08:13 8 no-cold-calling agreements?

09:08:15 9 MR. RILEY: Same objection.

09:08:16 10 THE WITNESS: There is only one company that I
09:08:18 11 know of in which we had a -- an agreement not to cold
09:08:22 12 call.

09:08:23 13 MR. SAVERI: Q. And what company is that?

09:08:25 14 A. That was Google.

09:08:29 15 Q. Can you describe for me generally what you
09:08:43 16 understood -- strike that.

09:08:46 17 Could you describe for me generally what the
09:08:48 18 terms of that agreement with Google were.

09:08:53 19 A. I will answer that question to the best of my
09:08:55 20 ability. It was somewhat dynamic. There was a period
09:08:58 21 of time, given our business relationship with Google
09:09:02 22 going back a few years ago, in which we did not actively
09:09:07 23 cold call into the company, although we were still
09:09:09 24 recruiting.

09:09:15 25 Q. And when did that agreement begin?

09:09:20 1 A. I don't remember exact dates, but it was prior
09:09:23 2 to Eric Schmidt becoming a board member of Apple.

09:09:30 3 Q. Could you give me the approximate year.

09:09:36 4 A. I'm taking a guess here.

09:09:38 5 Q. Give me your best recollection of when it
09:09:40 6 began.

09:09:43 7 A. 2005.

09:09:44 8 Q. Were you working with Apple at the time?

09:09:47 9 A. Yes, I was working with Apple.

09:09:50 10 Q. And who told you first about the agreement?

09:09:56 11 A. I'm not sure -- I didn't necessarily know there
09:09:58 12 was an agreement in place before I understood that we
09:10:00 13 were not actively cold calling out of Google.

09:10:04 14 Q. Okay.

09:10:04 15 A. And that understanding came from my boss who
09:10:06 16 was Danielle Lambert who was vice president of HR.

09:10:12 17 (Reporter clarification.)

09:10:12 18 MR. SAVERI: Q. Now, Mr. Bentley, you
09:10:15 19 are -- you seem a little soft spoken to me. It's
09:10:17 20 really important that you keep your voice up,
09:10:19 21 particularly in this room, so at least we have a
09:10:21 22 good record of that. Okay?

09:10:23 23 A. Okay.

09:10:23 24 Q. Thank you.

09:10:25 25 A. So I'm soft spoken as it is, but I'll do my

09:10:30 1 best.

09:10:30 2 Q. And I -- I suffer from the same flaw. So let's
09:10:34 3 do our best to at least fill this part of the room with
09:10:39 4 our voices. Okay?

09:10:41 5 A. Understood.

09:10:42 6 Q. Did Ms. Lambert -- well, strike that.
09:10:50 7 What did Ms. Lambert tell you when she informed
09:10:52 8 you about the -- the policy with respect to no cold
09:10:58 9 calling Google employees?

09:11:02 10 A. I did not necessarily know there was a policy
09:11:04 11 in place. It was my understanding that we were not
09:11:08 12 recruiting out of Google at the time -- excuse me -- we
09:11:11 13 were not cold calling into Google because of the
09:11:14 14 strategic relationship with Google.

09:11:17 15 Q. Did Ms. Lambert tell you that?

09:11:20 16 A. I believe on occasion we had talked about it.

09:11:22 17 Q. When you heard about it the first time, did you
09:11:24 18 hear about it from Ms. Lambert?

09:11:28 19 A. I believe so.

09:11:28 20 Q. And did she communicate that to you in person
09:11:32 21 or in writing?

09:11:34 22 A. I don't recall.

09:11:47 23 Q. And can you describe for me generally what
09:11:50 24 restrictions you understood that -- could you tell me
09:12:00 25 generally what the restrictions that Ms. Lambert was

09:12:05 1 describing put on your job or your responsibilities with
09:12:08 2 respect to recruiting?

09:12:11 3 A. At the time that -- at the time that this
09:12:14 4 occurred, I was the director of the executive search
09:12:17 5 team, and I managed approximately a 12-person team. And
09:12:22 6 it was my understanding that we were not to actively
09:12:25 7 cold call into Google. We were still hiring from
09:12:30 8 Google.

09:12:31 9 Q. Did you understand at the time that Google had
09:12:34 10 agreed to adopt a similar policy or practice with
09:12:37 11 respect to the recruiting of Apple employees?

09:12:40 12 MR. RILEY: Objection to the form of the
09:12:41 13 question.

09:12:44 14 THE WITNESS: I did not. I did not necessarily
09:12:47 15 know that there was a -- I did not know what Google's
09:12:51 16 understanding was.

09:12:52 17 MR. SAVERI: Q. Okay. At what point in
09:12:54 18 time did you understand that there was an agreement
09:12:56 19 between Google and Apple with respect to no cold
09:13:00 20 calling?

09:13:01 21 A. I don't remember the approximate dates.

09:13:03 22 Q. Could you give me, generally, a time or a
09:13:05 23 milestone or a year?

09:13:06 24 A. I believe it may have been end of 2005, maybe
09:13:11 25 beginning of 2006.

09:13:12 1 Q. Who told you there was an agreement?

09:13:16 2 A. Again, it wasn't clear to me that there was
09:13:18 3 actually an agreement in place. I had -- I had seen an
09:13:23 4 email from my boss.

09:13:25 5 Q. And when you say your boss, are you talking
09:13:27 6 about Ms. Lambert?

09:13:30 7 A. Danielle Lambert.

09:13:34 8 Q. And is the -- was the email from Ms. Lambert
09:13:41 9 the first time you understood there was an agreement
09:13:44 10 between Google and Apple with respect to no cold
09:13:47 11 calling?

09:13:50 12 A. It was my understanding there was an
09:13:52 13 understanding. I'm not sure I'd characterize it as an
09:13:54 14 agreement.

09:13:54 15 Q. Okay. Fair enough. Maybe "agreement" is a
09:13:57 16 lawyer's word. But at least at that point in time, you
09:14:00 17 understood there was an understanding between Google and
09:14:03 18 Apple with respect to no cold calling. Is that fair?

09:14:06 19 A. That is fair. It was my understanding that
09:14:08 20 this was not unilateral.

09:14:27 21 Q. Did you understand the understanding applied to
09:14:30 22 all employees of Google and Apple?

09:14:34 23 MR. RILEY: Objection. Question is vague.

09:14:39 24 THE WITNESS: It was my understanding that we
09:14:40 25 were not to cold call into Google.

09:14:44 1 MR. SAVERI: Q. At all?

09:14:46 2 A. That was my understanding.

09:14:59 3 Q. At the time that you learned of this
09:15:01 4 understanding, were there business collaborations
09:15:05 5 between Apple and Google?

09:15:06 6 A. It was my understanding there was.

09:15:09 7 Q. Was the understanding, with respect to no cold
09:15:13 8 calling, limited in any way to the persons working on
09:15:16 9 those projects or collaborations?

09:15:21 10 MR. RILEY: Objection. No foundation.

09:15:24 11 THE WITNESS: My understanding that we were
09:15:25 12 working across a large swath of -- both companies were
09:15:30 13 working with each other across a large swath of the
09:15:33 14 company.

09:15:34 15 MR. SAVERI: Q. So -- but my question was,
09:15:36 16 was the understanding limited in any way to the
09:15:41 17 persons working on those collaborations or projects
09:15:44 18 between the two companies?

09:15:45 19 MR. RILEY: Objection. No foundation.

09:15:54 20 THE WITNESS: I don't recall.

09:15:57 21 MR. SAVERI: Q. And when you say "I don't
09:15:58 22 recall," do you mean no, or do you mean you don't
09:16:00 23 have a recollection?

09:16:03 24 A. Meaning, as I think back about this now, Google
09:16:06 25 was a much smaller company back then, and they were

09:16:09 1 viewed as a very key strategic partner, and I would have
09:16:13 2 no reason to think that it would have been directed
09:16:15 3 towards specific groups. I would -- the assumption
09:16:19 4 would have been from a recruiting standpoint, it applied
09:16:22 5 to the whole company.

09:16:24 6 Q. So did you also understand, then, that this
09:16:28 7 understanding was not limited with respect to recruiting
09:16:33 8 people of particular job title, job classification, job
09:16:40 9 level?

09:16:40 10 MR. RILEY: Objection. No foundation.

09:16:42 11 THE WITNESS: To clarify, we were continuing to
09:16:44 12 recruit.

09:16:46 13 MR. SAVERI: Q. But -- fair enough. But
09:16:47 14 with respect to this no-cold-calling understanding,
09:16:51 15 did you understand, at the time that you first
09:16:53 16 learned about it, that there was any limitation to
09:16:56 17 the understanding with respect to job
09:17:02 18 classification, job title, or job of potential
09:17:06 19 recruits?

09:17:07 20 MR. RILEY: Objection. No foundation.

09:17:13 21 THE WITNESS: I did not necessarily understand
09:17:14 22 that.

09:17:16 23 MR. SAVERI: Q. Well, did you understand
09:17:17 24 that this understanding excluded any employees at
09:17:21 25 either company?

09:40:36 1 Lambert.

09:40:38 2 Q. And did you understand that she passed that
09:40:40 3 complaint on to Mr. Jobs?

09:40:42 4 A. I did understand that.

09:40:44 5 Q. And you understood that Mr. Jobs passed that
09:40:47 6 complaint on to Mr. Schmidt; correct?

09:40:49 7 A. Yes.

09:40:51 8 Q. And did you understand that, for example,
09:40:54 9 Mr. Schmidt terminated people at Google as a result of
09:40:58 10 this?

09:40:59 11 MR. RILEY: Objection. No foundation.

09:41:02 12 THE WITNESS: That's not my understanding.

09:41:04 13 MR. SAVERI: Q. Okay.

09:41:05 14 A. I don't know if Mr. Schmidt terminated someone
09:41:09 15 at Google specifically because of this. I'm not sure if
09:41:13 16 there were other variables involved or not.

09:41:19 17 Q. Okay. Did Apple ever receive complaints from
09:41:23 18 Google about -- strike that.

09:41:26 19 Did Apple ever receive complaints from Google
09:41:31 20 to the effect that Apple had violated its understanding
09:41:34 21 with Google?

09:41:41 22 A. I don't recall.

09:41:44 23 Q. Is it your testimony that Apple never received,
09:41:48 24 to the best of your recollection, any complaints from
09:41:50 25 Google to that effect?

09:41:53 1 A. It is the best of my recollection that we never
09:41:57 2 received any complaints about cold calling into Google.
09:42:02 3 I don't know if there was any complaints received about
09:42:06 4 recruiting out of Google.

09:42:08 5 Q. Did you, from time to time, check with the
09:42:11 6 people that you supervised to ensure that they were
09:42:15 7 complying with the understanding with Google?

09:42:24 8 A. There was -- there were times in which there
09:42:28 9 was communication between me and some of the folks on my
09:42:32 10 team about clarifying one's candidacy at Apple from
09:42:42 11 Google.

09:42:43 12 Q. Isn't it true that after you complained about
09:42:46 13 Google violating the understanding, that you checked
09:42:52 14 with the people that worked for you at Apple to make
09:42:56 15 sure that no one at Apple had violated that
09:42:59 16 understanding?

09:43:00 17 A. I believe I may have done so.

09:43:05 18 Q. Did Apple have a no-cold-calling agreement with
09:43:07 19 Adobe?

09:43:16 20 A. That's not my understanding. It's my
09:43:19 21 understanding that we had -- there was sensitivity
09:43:23 22 involved, in periods of time, with Apple cold calling
09:43:27 23 into Adobe because of our business relationship. I
09:43:32 24 don't know if -- there was no agreement in my mind.

09:43:45 25 Q. Okay. I -- I don't understand your last

09:43:49 1 answer. Let me ask the question again. Is it your
09:43:51 2 testimony that there was or was not an agreement between
09:43:54 3 Apple and Adobe with respect to cold calling?

09:43:57 4 A. It's my understanding that we had -- Adobe was
09:44:01 5 on our sensitive list for periods of time because of our
09:44:05 6 business relationship. I don't know -- I have no idea
09:44:08 7 if there was an agreement between Apple and Adobe as it
09:44:10 8 relates to cold calling into each other's companies.

09:44:15 9 Q. And when you say you "have no idea," what do
09:44:18 10 you mean?

09:44:21 11 A. Meaning, I don't know what was discussed.

09:44:22 12 Q. Okay.

09:44:23 13 A. I don't know what was discussed, if things were
09:44:25 14 discussed, how it was discussed.

09:44:28 15 Q. Were you told, by Ms. Lambert or someone else
09:44:31 16 at Apple, that there was an agreement between Apple and
09:44:34 17 Adobe with respect to cold calling?

09:44:38 18 And maybe I should use a better -- let me
09:44:41 19 withdraw that question.

09:44:42 20 Were you told by Ms. Lambert, or someone else
09:44:44 21 at Apple, that there was an understanding between Apple
09:44:47 22 and Adobe with respect to cold calling?

09:44:53 23 A. I don't recall. Specifically I recall there
09:44:58 24 being sensitivity about cold calling in Adobe because of
09:45:00 25 our business relationship; and frankly, that was very

09:45:04 1 dynamic.

09:45:25 2 Q. Are you aware that in the Department of
09:45:30 3 Justice's Competitive Impact Statement, in the case
09:45:36 4 against Apple and others with respect to these
09:45:40 5 cold-calling agreements, that the Government stated that
09:45:43 6 beginning no later than May 2005, Apple requested an
09:45:47 7 agreement from Adobe to refrain from cold calling each
09:45:50 8 other's employees?

09:45:53 9 MR. RILEY: Objection. No foundation.

09:45:58 10 THE WITNESS: I'm not aware of that. The
09:45:59 11 reason I'm having trouble with this one is I was
09:46:05 12 specifically involved in recruiting an executive out of
09:46:11 13 Adobe. Actively recruiting somebody out of Adobe. I'm
09:46:14 14 not sure what time frame that was and if it's within
09:46:16 15 these time zones.

09:46:18 16 MR. SAVERI: Q. You said "an executive."
09:46:20 17 Does that mean one person?

09:46:23 18 A. In that period of time, yes.

09:46:24 19 Q. And who was that person?

09:46:26 20 A. A gentleman by the name of Ben Dillon who was
09:46:29 21 at Macromedia.

09:46:30 22 Q. And was that -- was he at Macromedia before --
09:46:33 23 I'm sorry, was he at Macromedia after Adobe bought
09:46:37 24 Macromedia?

09:46:38 25 A. I believe so, yes.

09:46:39 1 Q. But my question is, do you deny that beginning
09:46:50 2 no later than May 2005, Apple requested an agreement
09:46:53 3 from Adobe to refrain from cold calling each other's
09:46:56 4 employees?

09:46:58 5 MR. RILEY: Objection to the form of the
09:46:59 6 question.

09:47:02 7 THE WITNESS: I don't know about that. I just
09:47:05 8 don't know about that.

09:47:15 9 MR. SAVERI: Q. Did you ever discuss that
09:47:17 10 subject with Ms. Lambert?

09:47:18 11 MR. RILEY: Objection. The question is vague.

09:47:23 12 THE WITNESS: I believe we may have discussed
09:47:24 13 it on occasion. Adobe -- it was a porous -- during a
09:47:34 14 period of time, there was sensitivity about cold calling
09:47:37 15 into Adobe because of our strategic relationship. That
09:47:41 16 was ambiguous to me and to some recruiters, and I did
09:47:47 17 not want to go out of my way to spend a lot of time
09:47:53 18 clarifying that because we were -- we were successfully
09:47:58 19 recruiting out of Adobe.

09:48:00 20 MR. SAVERI: Q. Did you discuss that
09:48:02 21 subject with Ms. Lambert?

09:48:05 22 And when I say "that subject," I mean the --
09:48:09 23 let me -- let me withdraw the question.

09:48:12 24 Was Apple -- excuse me.

09:48:13 25 Was Adobe on the no-cold-calling list that

09:48:16 1 you've maintained?

09:48:18 2 A. There was a period of time that I believe Adobe
09:48:19 3 was on that list.

09:48:21 4 Q. Who told you to put Adobe on the list?

09:48:25 5 A. I don't recall.

09:48:26 6 Q. Was it Ms. Lambert?

09:48:30 7 A. Don't recall if it was Ms. Lambert or
09:48:34 8 Mr. Okamoto.

09:48:37 9 Q. Was there a point in time when Adobe was taken
09:48:40 10 off that list?

09:48:49 11 A. I believe there was a time that Adobe was taken
09:48:50 12 off the list.

09:48:52 13 Q. When?

09:48:52 14 A. I don't recall.

09:48:53 15 Q. Did you take Adobe off the list?

09:49:02 16 A. If Adobe was taken off the list, it would have
09:49:04 17 come by my direction.

09:49:05 18 Q. Who gave you direction to take Adobe off the
09:49:08 19 list? Did you decide yourself?

09:49:11 20 A. The -- this is porous. So this --

09:49:17 21 Q. I'm sorry, I don't mean to interrupt you. When
09:49:20 22 you say "porous," I want to make sure I understand what
09:49:22 23 you mean by that.

09:49:24 24 A. What I mean by that is I think there may be a
09:49:27 25 sense that this was very black and white, or there is a

09:49:30 1 specific date in which this just gets cut off, a light
09:49:34 2 switch gets turned on or turned off, and that's just not
09:49:36 3 how it worked.

09:49:38 4 If, when Adobe was on that no-cold-call list,
09:49:42 5 it may have been on there for some time, but the reality
09:49:47 6 is recruiting had never stopped, and it was very
09:49:50 7 difficult to keep track of when cold calls were actually
09:49:57 8 made. And it is my understanding that Adobe, at some
09:50:02 9 points in time, was viewed as not as an important
09:50:07 10 strategic as it once was. And it fell off the list at
09:50:11 11 some point in time.

09:50:13 12 Q. When you say "fell off," I mean, you maintain
09:50:14 13 the list; right?

09:50:17 14 MR. RILEY: Objection. Misstates his
09:50:22 15 testimony.

09:50:22 16 MR. SAVERI: Q. Did you maintain the
09:50:24 17 no-cold-calling list?

09:50:26 18 A. It was organic. I -- as the head of
09:50:28 19 recruiting, that list was under my jurisdiction.

09:50:31 20 Q. And who instructed you to remove Adobe from
09:50:35 21 that list?

09:50:37 22 A. I don't recall.

09:50:38 23 Q. And do you recall when you were instructed to
09:50:40 24 take Adobe off the list?

09:50:42 25 A. I don't recall.

05:36:48 1 purposes of determining or setting employee

05:36:50 2 compensation?

05:36:51 3 MR. RILEY: Objection. Question is overbroad.

05:36:53 4 No foundation.

05:37:01 5 THE WITNESS: Do we set job levels for the

05:37:04 6 purposes of setting compensation?

05:37:07 7 MR. SAVERI: Q. Yes.

05:37:15 8 A. I believe it is -- it's one vehicle that we use

05:37:19 9 to ultimately determine that.

05:37:24 10 Q. Now, as a general matter, were changes made for

05:37:31 11 employee compensation through changes in job categories

05:37:35 12 or job classifications?

05:37:40 13 A. Can you please repeat that question.

05:37:41 14 Q. As a general matter, were changes made to

05:37:44 15 compensation for Apple employees through changes to job

05:37:47 16 categories or job classifications?

05:37:50 17 MR. RILEY: Objection. The question is vague.

05:37:52 18 No foundation.

05:37:55 19 THE WITNESS: I believe there may be

05:37:56 20 circumstances when that was the case. But I don't know

05:37:58 21 if that was a general practice.

05:38:01 22 MR. SAVERI: Q. Well, is it fair to say

05:38:04 23 that from time to time, persons move from one job

05:38:09 24 classification to another at Apple?

05:38:17 25 A. I'm not sure I follow your question.

05:38:18 1 Q. Well, when an employee came to Apple, were they
05:38:22 2 put in -- were they assigned a job classification or job
05:38:27 3 category?

05:38:29 4 A. I believe that would be the case.

05:38:31 5 Q. And was one way their salary was increased, or
05:38:34 6 the compensation was increased, to be moved from one job
05:38:38 7 level or job classification to another job level or job
05:38:41 8 classification?

05:38:45 9 A. I would -- my understanding is that one
05:38:48 10 would -- my interpretation of that is it's done through
05:38:54 11 promotions and taking on more responsibility.

05:38:58 12 Q. And when someone was promoted, would they be
05:39:01 13 promoted to a higher job classification or job category?

05:39:06 14 A. I believe so.

05:39:08 15 Q. And as a consequence of that, or in connection
05:39:10 16 with that, if they were promoted, they would generally
05:39:14 17 receive more compensation. Is that fair?

05:39:18 18 A. I believe that would be the case.

05:39:22 19 Q. From time to time, did Apple raise the
05:39:25 20 compensation for a particular job category or job level?

05:39:33 21 MR. RILEY: Objection. Question is overbroad
05:39:35 22 and there is no foundation.

05:39:43 23 THE WITNESS: I believe that that would be
05:39:45 24 taken -- I believe if and when that was done, it was
05:39:48 25 done on an annual basis during compensation planning.

05:39:53 1 MR. SAVERI: Q. So, for example, were
05:39:54 2 there employees at Apple who received increases in
05:39:58 3 salary, although they didn't receive a promotion to
05:40:01 4 a different job category or job classification?

05:40:06 5 MR. RILEY: Objection. The question is
05:40:08 6 overbroad and there is no foundation.

05:40:20 7 THE WITNESS: So I believe that that would
05:40:22 8 occur with what we would call merit -- the merit time,
05:40:28 9 or what other companies call focal period, which is done
05:40:33 10 on an annual basis to keep up with inflationary
05:40:37 11 conditions in the market. And that's not to say that
05:40:40 12 all employees saw adjustments to their compensation.

05:40:46 13 MR. SAVERI: Q. Fair enough.

05:40:53 14 Do you know if the market survey information
05:40:55 15 was used in considering whether or not Apple should make
05:40:58 16 those changes to salary levels for particular job levels
05:41:03 17 or job classifications?

05:41:06 18 MR. RILEY: Question is overbroad and there is
05:41:08 19 no foundation. It's vague as to time.

05:41:13 20 THE WITNESS: Again, I believe it's a vehicle
05:41:15 21 that was considered. How it was weighted, I can't tell
05:41:21 22 you.

05:41:25 23 MR. SAVERI: Q. Going back to Exhibit 268,
05:41:32 24 you, in your email to yourself, attach an email from
05:41:39 25 Gilda Montesino to staffing. Do you see that?

05:57:59 1 MR. SAVERI: Q. Did Apple review the
05:58:04 2 compensation levels or the amount of compensation
05:58:07 3 for particular job titles or classifications on a
05:58:10 4 regular basis?

05:58:13 5 MR. RILEY: Objection. The question is vague
05:58:14 6 as to compensation.

05:58:22 7 THE WITNESS: So as the interim HR head, my
05:58:25 8 specialty was recruiting. It was never my experience
05:58:28 9 that we had issues with competing in the market with
05:58:35 10 getting great talent because of compensation.

05:58:39 11 MR. SAVERI: Q. Well, was there ever a
05:58:41 12 situation that you were aware of where Apple
05:58:44 13 believed it had to increase salaries for particular
05:58:47 14 job categories in order to stop or prevent attrition
05:58:50 15 or departure from Apple?

05:58:54 16 MR. RILEY: Objection. The question is
05:58:55 17 overbroad and there is no foundation.

05:59:00 18 THE WITNESS: There may have been situations
05:59:02 19 where there were key employees that may have wanted to
05:59:05 20 leave. And if -- depending on how important they were,
05:59:12 21 that might have been considered.

05:59:18 22 MR. SAVERI: Q. Did Apple employees
05:59:21 23 receive merit bonuses?

05:59:27 24 MR. RILEY: Objection. The question is vague.

05:59:30 25 THE WITNESS: I don't understand your question.

05:59:31 1 MR. SAVERI: Q. Well, did -- were Apple
05:59:37 2 employees eligible to receive increased compensation
05:59:41 3 based on merit or performance?

05:59:45 4 MR. RILEY: Same objection.

05:59:46 5 THE WITNESS: Again, I think it depended on the
05:59:51 6 organization and the executive that was managing the
05:59:56 7 organization as it related to how he or she used their
06:00:01 8 discretion.

06:00:02 9 MR. SAVERI: Q. So is it fair to say that
06:00:03 10 those managers or persons that you identified had
06:00:05 11 discretion to award or provide bonuses or increased
06:00:11 12 compensation for merit or performance?

06:00:13 13 MR. RILEY: Objection. The question is overly
06:00:14 14 broad with regard to employee categories.

06:00:21 15 THE WITNESS: So from my vantage point, as the
06:00:26 16 interim HR, merit -- annual merit eligibility and bonus
06:00:31 17 were two different -- two different conversations, if
06:00:35 18 you will. And it depended on the executive -- the
06:00:40 19 executive's discretion.

06:00:42 20 MR. SAVERI: Q. Okay. Let's break them
06:00:44 21 into pieces. With respect to merit, who
06:00:48 22 determine -- well, can you describe the merit
06:00:51 23 process.

06:00:56 24 A. The merit process is, I think, similar to many
06:01:01 25 companies. [REDACTED]

06:01:07 1

[REDACTED]

06:01:14 2

[REDACTED]

06:01:22 3

[REDACTED]

06:01:28 4

[REDACTED].

06:01:34 5

MR. SAVERI: Q. How did the bonus portion

06:01:35 6

of compensation work? What was the process,

06:01:37 7

generally, for determining that?

06:01:39 8

MR. RILEY: Objection. The question is overly

06:01:41 9

broad and vague.

06:01:42 10

THE WITNESS: It's -- it varies greatly.

06:01:45 11

MR. SAVERI: Q. Okay. Who had -- were the

06:01:47 12

particular persons or -- strike that.

06:01:50 13

Was the compensation committee responsible for

06:01:54 14

determining bonuses?

06:01:56 15

MR. RILEY: Objection. The question is overly

06:01:57 16

broad and vague.

06:02:01 17

THE WITNESS: The compensation committee, I

06:02:03 18

believe, was responsible or had discretion over the

06:02:07 19

executive team bonuses. But I do not know -- I don't

06:02:12 20

think they had -- they weren't -- they were involved in

06:02:16 21

approving a general framework, and that would then --

06:02:19 22

for the lower levels it was up to the actual individual

06:02:22 23

managers.

06:02:31 24

MR. SAVERI: Q. When a new employee is

06:02:33 25

hired by Apple, how is the job title and the level

06:02:38 1 of compensation for that individual generally
06:02:41 2 determined?

06:02:43 3 MR. RILEY: Objection. The question is overly
06:02:45 4 broad and there is no foundation.

06:02:47 5 THE WITNESS: It depends on -- it depends on
06:02:49 6 the functional discipline. Depends on the leveling, you
06:02:54 7 know, if we're talking about the -- if we're talking
06:02:57 8 about high volume recruiting, say, in retail or in our
06:03:01 9 call centers versus the exec search team. It varied
06:03:03 10 greatly.

06:03:05 11 MR. SAVERI: Q. Was the assignment of
06:03:07 12 particular employees to job categories or job titles
06:03:12 13 something that the HR department did, or the
06:03:16 14 recruiting department?

06:03:17 15 Let me ask a better question. What --
06:03:20 16 institutionally, who was responsible for assigning
06:03:24 17 particular employees to particular job classifications
06:03:29 18 or job categories?

06:03:31 19 MR. RILEY: Objection. The question is vague.

06:03:32 20 THE WITNESS: I'm not sure I understand your
06:03:34 21 question specifically. I would answer that question by
06:03:38 22 telling you that in many cases a requisition is created
06:03:46 23 by a hiring manager. And it is at that time that that
06:03:52 24 goes through a process, and then that requisition is
06:03:55 25 then recruited against.

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